

**PAYMENT AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED by the Boards of Trustees of the UA Local Union No. 614 Health & Welfare Fund, the UA Local Union No. 614 Pension Fund, and UA Local Union No. 614 Improvement Trust Fund, (hereinafter collectively referred to as the "Funds") UA Local Union No. 614 (hereinafter the "Union") and Wooten Mechanical, (the Employer) that the delinquency owed to the Funds should be satisfied as follows:

1. The Employer admits that it is obligated by the Collective Bargaining Agreement between the Employer and UA Local Union No. 614, to pay contributions to the Funds and dues to the Union in accordance with its Collective Bargaining Agreement on behalf of all covered employees in a timely manner on a monthly basis.
2. The Employer admits that it has breached the Collective Bargaining Agreement and violated §515 of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1145, in that it has failed to pay the contributions and dues it was obligated to pay to the Funds for the months of October, 2011 through December, 2011 and April, 2012 through the present.
3. Interest in the amount of six percent (6%) per annum shall accrue on all delinquent contributions.
4. Delinquent dues to the Union shall be paid on or before August 1, 2013.
5. The Employer agrees to pay the contributions owed to the Funds in the amount of \$11,340.14 for the month of January, 2013 on or before April 5, 2013.
6. The Employer agrees to pay contributions owed to the Funds for the months of February, 2013 and March, 2013 by April 30, 2013.

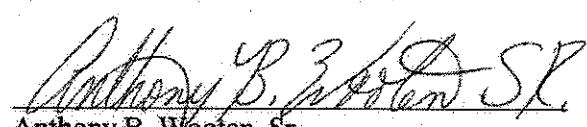
EXHIBIT

7. Employer agrees to pay contributions to the Funds for the month of April, 2013 and pension contributions for the month of October, 2011 by May 15, 2013.
8. Employer agrees to pay contributions owed to the Funds for the month of May, 2013 and the month of November, 2011 on or before June 15, 2013.
9. Employer agrees to pay contributions owed to the Funds for the month of June, 2013 and the month of December, 2011 on or before July 15, 2013.
10. Employer agrees to pay contributions owed to the Funds for the month of July, 2013 and the month of April, 2012 on or before August 15, 2013.
11. Employer agrees to pay contributions owed to the Funds for the month of August, 2013 and the month of May, 2012 on or before September 15, 2013.
12. Employer agrees to pay contributions owed to the Funds for the month of September, 2013 and the month of June, 2012 on or before October 15, 2013.
13. Employer agrees to pay contributions owed to the Funds for the month of October, 2013 and the month of July, 2012 on or before November 15, 2013.
14. Employer agrees to pay contributions owed to the Funds for the month of November, 2013 and the month of August, 2012 on or before December 15, 2013.
15. Employer agrees to pay contributions owed to the Funds for the month of December, 2013 and the month of September, 2012 on or before January 15, 2014.
16. Employer agrees to pay contributions owed to the Funds for the month of January, 2014 and the month of October, 2012 on or before February 15, 2014.
17. Employer agrees to pay contributions owed to the Funds for the month of February, 2014 and the month of November, 2012 on or before March 15, 2014.

18. Employer agrees to pay contributions owed to the Funds for the month of March, 2014 and the month of December, 2012 on or before April 15, 2014.
19. The interest that accrues on all delinquent contributions shall be paid on or before May 15, 2014.
20. The Employer agrees that it shall submit accurate monthly reports in the form required by the Funds for all employees within the bargaining unit covered by the Collective Bargaining Agreement for all months in which covered work has been performed. All future contributions and dues will be paid on a current basis.
21. The Employer agrees that the Fund shall have the right to audit the Employer's records to insure the accuracy of those reports.
22. Should the Employer fail to make any of the payments set forth in the preceding paragraphs, the entire amount of contributions still due and owing to the Funds shall immediately become due, plus the aforestated interest and liquidated damages of ten percent (10%). In the event it becomes necessary for the Funds to file suit, the Employer shall also become liable to the Funds for interest at the rate of twelve percent (12%) per annum, plus twenty percent (20%) liquidated damages on the delinquent contributions from the date those contributions first came due, plus any costs and reasonable attorneys' fees the Funds might incur pursuant to § 5021(g)(2) of ERISA.
23. In the event that Wooten Mechanical materially breaches any of the provisions of this Agreement, the Funds shall notify Wooten Mechanical of said breach by written notice and shall advise Wooten Mechanical that it shall have fifteen (15) days to cure

cure said breach. In the event that Wooten Mechanical does not cure said breach within the time and in the manner set forth above, the Funds shall be entitled to immediately file suit and/or seek the withdrawal of employees referred by the Union and/or any other legal action.

Robert Sproles, Business Manager  
UA Local Union No. 614

  
Anthony B. Wooten, Sr.  
Wooten Mechanical

UA Local Union No. 614  
Health & Welfare Fund

UA Local Union No. 614  
Pension Fund

UA Local Union No. 614  
Improvement Trust Fund

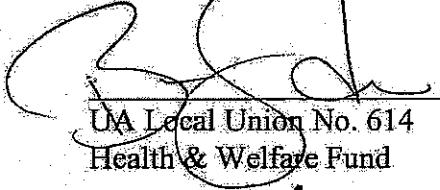
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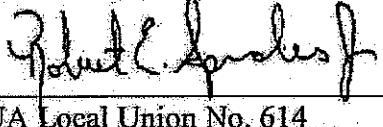
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Anthony B. Wooten, Sr.  
Wooten Mechanical



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UA Local Union No. 614  
Health & Welfare Fund



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UA Local Union No. 614  
Pension Fund



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UA Local Union No. 614  
Improvement Trust Fund